

General Terms and Conditions for Training (AGB Training SICK)

(as at: July 2024)

1. Scope of application

- 1.1. Companies of the SICK Group (hereinafter uniformly referred to as "SICK") provide training offers and programs.
- 1.2. Participation in training courses offered by SICK is subject exclusively to these Terms and Conditions, unless expressly agreed otherwise in writing. Training includes all events that contribute to the development of knowledge, in particular face-to-face training, online training (web-based training, webinars) as well as blended learning approaches, training curricula and consultations. Online training can also be a prerequisite for face-to-face training or complement the learning content of face-to-face training.
- 1.3. Deviating, conflicting or supplementary general terms and conditions of the Customer shall not become part of the contract, even if SICK does not expressly object to them or the Customer refers to them when placing the order. Contractual terms and conditions of the Customer shall not apply even if SICK accepts the services of the Customer without reservation in full knowledge of these contract terms. They shall only apply if SICK expressly agrees to their application in writing.

2. Conclusion of contract

- 2.1. General information
 - 2.1.1. The training courses offered by SICK on the internet or in information brochures are non-binding. SICK reserves the right to make reasonable changes to the training program. By submitting the registration form, the Customer makes a binding declaration to SICK that he wishes to register for the relevant training course. Participation shall only become binding for both parties upon confirmation by SICK.
 - 2.1.2. The description of the training contents corresponds to the status at the time of publication. SICK reserves the right to make changes due to updates and further developments of the training courses.
- 2.2. Catalogue offers
 - 2.2.1. Registration takes place via the SICK learning platform ("SIA Online Platform") or must be sent to SICK in writing, stating the name of the participant. If the registration was made by telephone, it must be confirmed by the Customer in writing within 5 days.
 - 2.2.2. The number of participants for training courses is limited. Incoming registrations will be considered in the order in which they are received up to the maximum number of participants. Customers will be informed of any cancellation due to the minimum number of participants not being reached or the permissible number of participants being exceeded within a reasonable period before the start of the training.
- 2.3. Customized training
 - 2.3.1. The training may be booked on the basis of a Customer-specific offer from SICK, which contains the scope, content, number of participants, training location, requirements and details of training equipment, laptops and rooms and the price of the training. The Customer shall book the training in writing.
 - 2.3.2. The training date is agreed individually between the Customer and SICK. The detailed coordination of the training may require, for example, the completion of a checklist by the Customer. The Customer shall provide such completed checklist in due time prior to the training date.

3. Dates and cancellations

- 3.1. SICK reserves the right to cancel a training confirmed in writing up to 7 days before the scheduled start of the training if the minimum number of participants is not reached. In exceptional cases, the training can also be cancelled or postponed for other important reasons up to immediately before the start. This is particularly the case if the instructor falls ill at short notice or in the event of other unforeseeable or unavoidable events (e.g. official orders).
- 3.2. SICK shall be entitled to withdraw from individual training contracts without giving reasons up to 21 days before the scheduled start of the training.
- 3.3. If a training course is cancelled as a whole or for individual participants due to reasons attributable to SICK, the training fees already paid will be fully refunded. If the cancellation is made within the period specified in this section 3 further claims shall be excluded, unless SICK is liable due to intent or gross negligence. In the event of cancellation at short notice, section 7 shall apply.

4. Training fees

- 4.1. Information in price lists and other general price information is subject to change and is updated by SICK at regular intervals.
- 4.2. Training fees or cancellation fees incurred in accordance with section 6.1 will be invoiced after the training course has taken place plus the applicable statutory value added tax. The invoice is due and payable without deductions upon receipt by Customer.
- 4.3. If the Customer is in delay with the payment, SICK shall be entitled to claim damages caused by the delay (e.g. default interest, reminder fees after the first reminder, collection fees) and to demand immediate payment of all due and undisputed claims arising from the business relationship.
- 4.4. The Customer may only withhold payments due to counterclaims or offset them against counterclaims if these are undisputed or have

been recognized by declaratory judgement and are reciprocal to SICK's claims.

5. Scope of services

- 5.1. The training fees include the costs for the training materials. In addition, training courses held at SICK locations include refreshments during breaks and lunch for all-day events, unless otherwise specified in the respective training description.
- 5.2. Accommodation and travelling expenses are not included in the training fee. SICK will provide hotel recommendations at the Customer's request. Bookings are made by the Customer and hotel bills are to be paid by the Customer.

6. Cancellation by the Customer

- 6.1. If the Customer cancels a booked training course, the following cancellation fees are due on the participation fee, depending on the time of cancellation (the time of receipt of the cancellation notice by SICK is decisive):
 - 0% - in case of cancellation at the latest on the 21st day before the training date
 - 50% - in case of cancellation at the latest on the 5th day before the training date
 - 100% - in case of cancellation at a later date
- 6.2. If the registered participant is unable to attend the booked training course, a substitute participant acceptable to SICK can be nominated in text form up to one day before the start of the training course. This rebooking is free of charge.

7. Liability

- 7.1. The liability of SICK for damages arising out of or in connection with training and its performance that have been caused by SICK, its officers, employees, subcontractors, vicarious agents or other associates and any obligation to indemnify the Customer, regardless of the legal cause, is limited to the order value (aggregate liability cap). In no event shall SICK be liable for indirect or consequential damages (including but not limited to reliance damages, loss of profits, production downtime, loss of production, loss of goodwill as well as special and punitive damages).
- 7.2. Section 7.1 does not apply to claims under mandatory product liability law, to damage resulting from intent, gross negligence and to personal injury.
- 7.3. Insofar as the liability of SICK is excluded or limited, such limitation or exclusion shall also apply to the liability of SICK's officers, employees, agents, representatives, vicarious agents and other associates, and to the liability of affiliated companies, suppliers and licensors.

8. Training documents

- 8.1. The content, materials, documents and digitally provided materials used in the training courses (collectively "Training Materials") are intended exclusively for training purposes. Despite the careful compilation of images and texts, errors cannot be completely excluded. SICK shall have no responsibility for the correctness, completeness and up-to-dateness of the Training Materials or training sessions.
- 8.2. The Training Materials are protected by copyright and are intended exclusively for the personal use of the training participants. In particular, they may not be passed on to third parties or used to conduct further training courses.

9. Export Compliance

Information that is provided within the training may require an export license or approval due to export control regulations. The Customer undertakes to comply with all export control regulations and foreign trade law of Germany, the European Union, the United States of America and all other applicable national and international export control regulations and foreign trade laws. The Customer also undertakes to ensure that Affiliates and other persons that receive information within the training in accordance with these terms also comply with the above laws and regulations. All the information that the Customer may disclose to third parties within the framework of an agreement with SICK will be provided, directly or indirectly, by the Customer only in accordance with the above applicable provisions. The above export control requirements also apply after the performance or completion of the training.

10. Privacy

The name and first name of the Customers are normally required for the training. The Customer shall comply with the applicable requirements of data protection law for the transfer of personal data and the information of the participants registered by them (Article 12 et seq. of GDPR within Europe).

11. Anti-corruption

The Customer is obliged to comply with all applicable foreign or domestic laws and regulations to combat bribery, money laundering and corruption. In particular, the Customer may not offer, promise, grant, demand or accept bribes or other unauthorised payments, including in relation to public officials.

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12. Severability

Should any provision of these Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In such a case, the invalid or void provision shall rather be construed, reinterpreted or replaced in such a way as to achieve its intended economic objective. This shall not apply if adherence to the contract would represent an unreasonable hardship for one of the parties.

13. Applicable law, place of jurisdiction

The law of the country in which the contracting SICK company has its registered office shall apply exclusively. The exclusive place of jurisdiction shall be the competent court at the registered office of the contracting SICK company. However, SICK shall also be entitled to take recourse to a court at the registered office of the Customer.

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